



## **Elephant Academy Acceptance Agreement**

*(revised October 25th, 2017)*

This Elephant Academy Acceptance Agreement is an Agreement between ELEPHANT JOURNAL and You (Trainee) regarding your participation in the ELEPHANT ACADEMY Program. Please read this Agreement carefully.

*By enrolling in ELEPHANT ACADEMY's Apprenticeship or Auditor section of the program, you agree to be bound by the terms of this agreement.*

### ***You acknowledge and agree:***

**Purpose.** ELEPHANT ACADEMY is an online learning program which covers four main topics—social media, blogging, editing, and journalism ethics—with a mindful life focus which permeates the entire program. The program consists of live weekly training meetings (live participation for Apprentice-only) and resources through an online education platform. This program is meant to equip you with actionable and marketable skills that have the potential to help you develop your current career or passion, or to help you on the path toward a new career.

**Intellectual Property.** ELEPHANT JOURNAL is the owner of the compilation of data, images, software, documentation, text, audio and audio-visual materials, and other intellectual property (the "Materials") hosted within the online Learning Management System and ELEPHANT ACADEMY training materials. Trainee agrees that they will not reproduce, publish, or sell these materials either during the terms of this Agreement or

after termination of this Agreement without the prior written consent of ELEPHANT JOURNAL. Any unauthorized use of our materials without our prior consent is prohibited. We reserve the right to pursue any transgressions to the fullest extent as provided by law, and will seek damages and fair compensation accordingly.

**Ownership.** Trainee agrees that any materials of any kind that Trainee creates for ELEPHANT JOURNAL while training with ELEPHANT JOURNAL will be the sole property of ELEPHANT JOURNAL. Any material that the trainee creates for ELEPHANT JOURNAL can be reproduced within the scope of ELEPHANT JOURNAL's usage rights.

**Non-Commercial Use of Elephant Academy Course Materials.** The ELEPHANT ACADEMY materials are provided within the online Learning Management System or for your professional development for non-commercial purposes only. Participants have access to course content in the learning management system for 365 days after starting the program. Non-commercial purposes means that you may not sell, profit from, or commercialize ELEPHANT ACADEMY courses, the materials or content within or works derived from them. ELEPHANT JOURNAL considers any use of ELEPHANT ACADEMY and its content for the purpose of deriving profit or promoting a profit-based enterprise to be prohibited commercial use.

Inquiries about acceptable use of ELEPHANT ACADEMY materials may be sent to academy [at] elephantjournal.com. Please understand that due to the volume of communications we receive and our limited resources we may not be able to respond to all questions, especially those already covered on the ELEPHANT JOURNAL and ELEPHANT ACADEMY websites.

**Modification of Terms of Use.** ELEPHANT JOURNAL reserves the right to change, at any time, in its sole discretion, the Terms under which ELEPHANT ACADEMY is offered. Your continued use of ELEPHANT ACADEMY course materials constitutes your agreement to all such Terms. You are responsible for reviewing these Terms on a regular basis.

**Disclaimer and Warranty.** ELEPHANT JOURNAL makes no representations or warranties of any kind, express or implied, as to ELEPHANT ACADEMY, its operation, or the information, content or materials included in ELEPHANT ACADEMY—all of which are provided on an “as is” and “as available” basis and only to the extent of any rights held in the materials by ELEPHANT JOURNAL. ELEPHANT JOURNAL will not be liable for any damages of any kind arising from your use of, or inability to use, ELEPHANT ACADEMY.

Part of the Apprenticeship is the opportunity to run social media live for a major site. This is an optional, experiential online learning opportunity that is offered for your enrichment and not for the benefit of ELEPHANT JOURNAL.

You expressly agree that you use ELEPHANT ACADEMY, and any included materials or content, solely at your own risk. You also hereby agree to indemnify ELEPHANT JOURNAL, its employees, agents, and affiliates from any and all claims and/or damages (including but not limited to reasonable attorneys' fees) resulting from any claim brought by any third party relating to your use of ELEPHANT ACADEMY and any included materials or content.

By using materials or content from ELEPHANT ACADEMY, you agree that your use will not violate the rights of ELEPHANT JOURNAL or any other person, entity, or copyright law.

ELEPHANT ACADEMY is intended to help give you skills to benefit your existing job or a new job, if you fulfill the course we may be willing to give you a letter of recommendation. ELEPHANT ACADEMY offers a certificate through ELEPHANT JOURNAL and is not accredited by an educational institution.

**Copyright.** ELEPHANT JOURNAL respects the intellectual property of others, and requires that users of this material within the scope of the ELEPHANT ACADEMY do the same. ELEPHANT JOURNAL will promptly remove any material that is determined to be infringing on the rights of others.

## **Payment.**

### **APPRENTICESHIP**

Your enrollment in the Apprenticeship program denotes your commitment for the full duration of the given program. The Apprenticeship is a mindful communication immersive which begins immediately upon your enrollment. Upon acceptance, you have until the day before the first class to decline admission, at which point a \$75 USD processing fee will be taken out of the application fee and the remainder of your tuition will be refunded to you within seven business days.

If you are not accepted into the Apprenticeship program, you can elect to become an ELEPHANT ACADEMY Auditor. In this case, \$250 USD of your application fee would be applied to Auditing and you would receive the remainder of your tuition fee as a refund in full within seven business days.

If you are not accepted into the Apprenticeship program and opt not to become an ELEPHANT ACADEMY Auditor, your tuition fee will be returned to you in full as a refund within seven business days from the day you receive written confirmation of such decision on the part of ELEPHANT ACADEMY.

Once the session begins, you have until February 1st, 2018 to decide if this isn't a fit and you'll receive a 75% tuition refund within seven business days. After February 1st, 2018, the program fee is non-refundable.

Upon acceptance of the program and for the first two weeks after the start date (January 25th - February 8th, 2018) you have the chance to defer to a later session which begins within one year from your initial enrollment date. We understand life happens, and if you decide between January 25th and February 8th, 2018 that the timing isn't right for enrollment in the current session, you can opt to transfer to a later session, however, you will not be eligible for a refund at any point in the future if we hold onto your tuition for your participation in a future session.

If at any point during the duration of the program you don't have the time to invest, you can drop down to the ELEPHANT ACADEMY Auditor Program.

If you drop down to Auditing before February 1st, 2018, you will receive a refund of the difference between the Apprenticeship tuition minus the Auditing tuition at the present time. If you drop down to Auditing after this date, you are not eligible for a refund of the tuition balance between programs. If you need to leave for health concerns or other unavoidable reasons, you can submit a written request to academy [at] elephantjournal.com to complete a later session at the total discretion of ELEPHANT ACADEMY.

*Apprenticeship Refund Policy:*

*> Before January 25th: Refund = Tuition cost - \$75.00 USD Application Fee*

*> January 25th - February 1st, 2018: Refund = 75% of Tuition*

*> Date of Acceptance - February 8th, 2018: Period for transfer to a later Apprenticeship session within one year from your initial enrollment date. If you decide to transfer to a later session, you are acknowledging that you are forfeiting your eligibility for a refund on your program tuition.*

*If you choose to have ELEPHANT JOURNAL hold onto your tuition for participation at a future session date in the Elephant Academy, we will honor the tuition fee you paid at the time of your enrollment.*

*> If you drop down to Auditing from the Apprenticeship anytime between your initial enrollment and January 25th, you'll receive a refund of the difference between your Apprenticeship tuition paid minus the current price of the Auditing course.*

*> After February 1st, 2018: Nonrefundable.*

If you decide to drop down from the full Apprenticeship to Audit the program instead and would like the opportunity to become an Apprentice once again at a later session, you will need to reapply to the program with a new application. If an Auditor is later accepted to the Apprenticeship, a

discount in the amount of \$125.00 USD will be applied to the current Apprenticeship tuition fee.

Previously advertised tuition fees will not be honored if the fee has since changed. ELEPHANT JOURNAL reserves the right to change, at any time, in its sole discretion, the Terms under which ELEPHANT ACADEMY is offered and any tuition increase is at the discretion of ELEPHANT ACADEMY.

## **AUDIT**

Auditing ELEPHANT ACADEMY is \$250 USD. Due to the immediate and automated access to information and nature of the content, refunds are not offered on the Auditor program. No exceptions will be granted.

## **Elephant Academy Participation**

By agreeing to this Terms of Service the Trainee is agreeing that time management within the course is not the responsibility of the ELEPHANT ACADEMY but rather that of the Trainee.

ELEPHANT ACADEMY requires the immediate action on the part of the Trainee to join the intensive program experience with the expectation of prompt and mindful communication to facilitate actual participation. If the Trainee does not respond to communication from ELEPHANT ACADEMY within the refund policy window stated above, the Trainee is not eligible for a refund from ELEPHANT JOURNAL.

With the immediate and proprietary nature of the content, the refund policy does apply to every applicant without exception.

***\*By submitting an application to the Elephant Academy Apprenticeship or signing up for the Auditing program, you agree to these Terms and Conditions.***

